

03-02-2001



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2-14-01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
2 1 2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

2 2 2001

Name Jubitz Corporation

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Oregon

Receiving Party

Mark if additional names of receiving parties attached

Name DAT Acquisition Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 8158 Adams Drive

Address (line 2) Liberty Centre, Building 200

Address (line 3) Hummelstown Pennsylvania 17036  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

01/2001 DBYRNE 00000186 022555 76182870

FOR OFFICE USE ONLY

FC:401 40.00 DP  
FC:402 100.00 CH 400.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76/182,870"/>	<input type="text" value="76/149,110"/>	<input type="text" value="75/638,078"/>	<input type="text" value="2,308,304"/>	<input type="text" value="2,287,087"/>	<input type="text" value="1,714,194"/>
<input type="text" value="76/182,867"/>	<input type="text" value="76/147,862"/>	<input type="text" value="75/587,774"/>	<input type="text" value="2,288,526"/>	<input type="text" value="2,224,591"/>	<input type="text" value="1,589,365"/>
<input type="text" value="76/166,670"/>	<input type="text" value="75/896,164"/>	<input type="text" value="75/587,766"/>	<input type="text" value="2,288,525"/>	<input type="text" value="2,106,654"/>	<input type="text" value="1,441,430"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

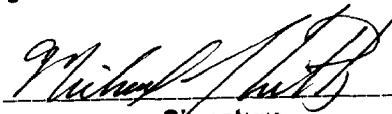
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael J. Smith, Esquire  
Name of Person Signing

  
Signature

February 13, 2001  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

75/511,830	<input type="text"/>	<input type="text"/>
75/380,969	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

1,341,391	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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## ASSIGNMENT OF TRADEMARK RIGHTS BY JUBITZ CORPORATION

THIS ASSIGNMENT is made effective as of February 1, 2001. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, JUBITZ CORPORATION, an Oregon Corporation, having a principal place of business at 5440 SW Westgate Drive, Suite 150, Portland, Oregon 97221 (hereinafter referred to as the "ASSIGNOR"), hereby sells, assigns, conveys, and transfers to DAT ACQUISITION CORP., a Delaware Corporation having a principal place of business at 8158 Adams Drive, Liberty Centre, Bldg. 200, Hummelstown, PA 17036, and its successors, assigns and legal representatives (hereinafter referred to as the "ASSIGNEE"), any and all of the right, title, and interest of ASSIGNOR throughout the universe, whether statutory or at common law or otherwise, in and to the service marks, trade names, logos, symbols, and other trademarks (collectively, the "Trademarks") set forth in Exhibit A, together with the goodwill of the business symbolized by them.

This assignment includes any and all of ASSIGNOR's right, title and interest in, to, and under the Trademarks, including, without limitation, ASSIGNOR's right, title, and interest in, to, and under any and all applications to register filed with respect thereto, whether granted, pending, suspended, or otherwise, and whether respect to which an allegation of use has been made or otherwise, and any and all of ASSIGNOR's rights to sue for past, present, and future infringements and to collect and retain the proceeds relating thereto. The Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue registrations on trademarks, is requested and authorized hereby to record ASSIGNEE as the owner of all such Trademarks and to issue any and all applications and registrations for said Trademarks in the name of the said ASSIGNEE, as assignee of the Trademarks, for the sole use of ASSIGNEE, its successors, legal representatives, and assigns.


ASSIGNOR hereby covenants and agrees to and with the said ASSIGNEE, that, as of the effective date of this Assignment, the said ASSIGNOR was the sole and lawful owner of the entire right, title, and interest in and to the said above-mentioned Trademarks, and that the same were unencumbered and that the said ASSIGNOR had good and full right and lawful authority to sell, transfer, assign, and convey the same in the manner herein set forth. ASSIGNOR hereby further covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

ASSIGNOR covenants for itself and its respective heirs, legal representatives, and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE and at the expense of ASSIGNEE all pertinent facts and documents relating to said trademarks as may be known and accessible to ASSIGNOR, promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, renew, or enforce said above-mentioned Trademarks and which may be necessary or

desirable to carry out the purposes thereof, and promptly to do such other acts as may be necessary or proper to vest full title in and to the Trademarks in ASSIGNEE or which may be necessary to obtain, maintain, renew, issue, or enforce the Trademarks.

**ASSIGNOR**

By:

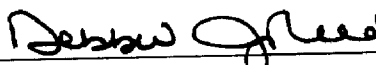
  
\_\_\_\_\_  
Co-President,  
JUBITZ CORPORATION

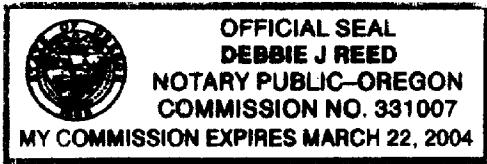
IN WITNESS WHEREOF, I hereunto set my hand on behalf of Assignor at Portland, Oregon, USA this 2<sup>nd</sup> day of February, 2001.

\_\_\_\_\_  
First Middle Initial Last L.S.

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

On this 2nd day of February, 2001, personally appeared before me the above named M. Albin Jubitz, Jr. and, being first duly sworn, did say that he is the Co-President of Jubitz Corporation, and he signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3-22-2004



**EXHIBIT A  
TO  
ASSIGNMENT OF TRADEMARK RIGHTS BY JUBITZ CORPORATION**

<b>TRADEMARK</b>	<b>UNITED STATES (APP. NO.) REG. NO.</b>
CONNECTIONS THAT MOVE	(75/587,774)
DAT	2,288,526
DAT CONNECT	2,288,525
DAT DAILY	2,287,087
DAT DIAL	2,308,304
DAT PARTNERS	(75/587,766)
DAT SERVICES	1,589,365
DAT SERVICES and Design	(75/896,164)
DAT SERVICES STARFAX	1,714,194
DATCONEXUS	(76/182,867)
DATINTERNET	(76/147,862)
DATXCHANGE	(76/149,110)
DIAL-A-TRUCK and Design	1,341,391
INTERNET FREIGHT SERVICES	(75/638,078)
LANEMAKERS	(76/166,670)
LOADNET	1,441,430
MEXLINK	(76/182,870)
Miscellaneous Design	(75/511,830)
MORELOADS	2,106,654
PAINLESS POSTING	2,224,591
PARTNER PROFILES	(75/380,969)

<b>TRADEMARK</b>	<b>MEXICO REG. NO.</b>
DAT PARTNERS	655,344

TRADEMARK	EUROPEAN UNION/ BENELUX REG. NO.
EURODAT SERVICES	810,036

TRADEMARK	CANADA (APP. NO.) REG. NO.
MORELOADS	TMA537,577
DAT DAILY	TMA537,441
PAINLESS POSTING	TMA537,390
DAT CONNECT	TMA532,482
DAT SERVICES	TMA510,516
DAT PARTNERS	(1,016,748)
DAT STATS	(876,402)
PARTNER PROFILES	(876,403)
DAT DIAL	(861,277)